

EXHIBIT B-1

CLASS NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Nonstop Administration and Insurance Services, Inc. (“Nonstop”) Notified You Of A Data Breach, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Class Notice.

- This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at www._____com, by contacting class counsel at 555 12th Street, Suite 2100 Oakland, California 94607 (Cole & Van Note) or 227 W Monroe Street, Suite 2100 Chicago, Illinois 60606 (Milberg Coleman Bryson Phillips Grossman, PLLC), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 15, 18th Floor, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Please do not telephone the Court or the Court Clerk’s Office to inquire about this settlement or claims process.
- A proposed \$1,600,000 Settlement has been reached in a class action lawsuit known as *Prutsman, et al. v. Nonstop Administration and Insurance Services, Inc.*, Case No. 3:23-cv-011131-RFL, (“Action”), filed in the United States District Court for the Northern District of California.
- This Action alleges that on or about December 22, 2022, Nonstop suffered a Data Breach and was announced by Nonstop on or about February 3, 2023. Nonstop disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Class Members can receive the following benefits from the Settlement: Class Members are eligible to recover compensation for (1) reimbursement for Out-of-Pocket Losses, (2) alternative cash payments, and (3) California Statutory Payments, if you are an individual within the state of California whose Protected Health Information/Personally Identifiable Information (“PHI/PII”) was exposed to unauthorized third parties as a result of the Data Breach discovered by Defendant on or about December 22, 2022.
 - Reimbursement Claim:
- **Compensation for Out-of-Pocket Losses:** All Class Members may submit a claim for Out-of-Pocket Losses up to five thousand dollars (\$5,000) per individual. Defendant will pay valid and timely submitted claims for Out-of-Pocket Losses for unreimbursed costs or expenditures incurred by a Class Member in response to the Data Breach that were incurred between December 22, 2022, and the Claims Deadline, as result of the Data Breach. Ordinary Out-of-Pocket Losses may include, but are not limited to: unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Breach.
- **Alternative Cash Payment:** Class Members may claim an alternative cash payment in an amount estimated to be approximately fifty dollars (\$50) by submitting a timely and valid Claim Form. However, the amount of this alternative cash payment shall be *pro rata* (increased or decreased, including to zero) based on the funds remaining in the Settlement Fund following the payment of Attorneys’ Fees and Expenses Award, any Service Award, the costs of Settlement administration, CAFA Notice, and claims for Out-of-Pocket Losses and California Statutory Claim Payments.
- **California Statutory Claim Payments:** Class Members who were residents of California at any time from December 22, 2022, to February 12, 2025, (“California Settlement Class Members”) can submit a claim for a California Statutory Payment of \$100 for their statutory claims under the California Consumer Privacy Act. The California Statutory Payment is an additional Settlement benefit made available to California Settlement Class Members that is in addition to either reimbursement of claims for Out-of-Pocket Losses or the alternative *pro rata* cash payment, and is subject to a *pro rata* decrease based on the amount remaining in the Settlement Fund following payment of the Attorneys’ Fees and Expenses Award, any Service Award, the costs of Settlement administration, CAFA Notice, and claims for Out-of-Pocket Losses.

- Included in this Settlement as a Class Member are:
 - The Nationwide Class of all individuals within the United States of America whose PHI/PII was exposed to unauthorized third parties as a result of the Data Breach discovered by Defendant on or about December 22, 2022.
 - Excluded from the Settlement Class are: (1) the Judge and Magistrate Judge presiding over the Action, any members of the Judges’ respective staffs, and immediate members of the Judges’ respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request

exclusion from and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

- Your legal rights are affected regardless of whether you do or do not act. Read this Class Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	You must submit a valid Claim Form to receive benefits from this Settlement. Claim Forms must be submitted online or mailed, postmarked no later than February 12, 2025.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any cash compensation or reimbursement as a Class Member.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Action. You will not get any money from the Settlement. Your Request for Exclusion must be postmarked no later than January 13, 2025.
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Absent good cause, objections must be postmarked no later than January 13, 2025.
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See Question 18 for more details.</i> The Final Approval Hearing is scheduled for March 18, 2025, at 1:30 p.m. PT. You may also attend the hearing via the Zoom (see the Public Hearings link and instructions at https://cand.uscourts.gov/judges/lin-rita-f-rfl/). The hearing date may change without further notice to the class. Class members should check the settlement website or the Court's PACER site to confirm that the date has not been changed.

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BASIC INFORMATION

1. How do I know if I am affected by the Action and Settlement?

You are a Class Member if you are an individual within the United States of America whose PHI/PII was exposed to unauthorized third parties as a result of the Data Breach discovered by Defendant on or about December 22, 2022.

The Class specifically excludes (1) the Judge and Magistrate Judge presiding over the Action, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Breach or who pleads nolo contendere to any such charge.

This Class Notice explains the nature of the Action and claims being settled, your legal rights, and the benefits to the Class.

2. What is this Action about?

This case is known as *Prutsman et al. v. Nonstop Administration and Insurance Services, Inc.*, Case No. 3:23-cv-011131-RFL, filed in the United States District Court for the Northern District of California. The persons who sued are called the "Plaintiffs" or "Class Representatives" and the company they sued, Nonstop Administration and Insurance Services, Inc., is known as the "Defendant" or "Nonstop" in this case.

Plaintiffs filed a lawsuit against Nonstop individually, and on behalf of anyone whose PHI/PII was potentially impacted as a result of the Data Breach.

This Action alleges that that on or about December 22, 2022, Nonstop suffered a Data Breach that was announced on or about February 3, 2023.

Nonstop denies all claims asserted against it in the Action, denies all allegations of wrongdoing and liability.

3. Why is there a Settlement?

By agreeing to settle, the Parties' desire to settle the Action and all claims arising out of or related to the allegations or subject matter of the class action and Action on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action. The Plaintiffs, Nonstop, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Class Members. The Court did not decide in favor of the Plaintiffs or Nonstop. Full details about the proposed Settlement are found in the Settlement Agreement available at wwwxxxxxxxxxxxx.com.

4. Why is this a class action?

In a class action, one or more people called a "Class Representatives" sue on behalf of all people who have similar claims. All of these people together are the "Class" or "Class Members."

5. How do I know if I am included in the Settlement?

You are included in the Class if you are an individual within the United States of America whose PHI/PII was exposed to unauthorized third parties as a result of the Data Breach discovered by Defendant on or about December 22, 2022.

If you are not sure whether you are included as a Class Member, or have any other questions about the Settlement, visit wwwxxxxxxxxxxxx.com, call toll-free (XXX) XXX-XXXX, or write to [e.g., "Nonstop Data Breach"], c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Class Members:

Reimbursement Claim

- **Compensation for Out-of-Pocket Losses:** All Class Members may submit a claim for Out-of-Pocket Losses up to five thousand dollars (\$5000) per individual. Defendant will pay valid and timely submitted claims for the following: unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud, or misuse of personal information and/or other issues reasonably traceable to the Data Breach.

Class Members who elect to submit a claim for reimbursement of Ordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address, (2) documentation supporting their claim, or (3) an attestation and a brief description of out-of-pocket expenses and how they were incurred. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation

To receive reimbursement for Out-of-Pocket Losses you must complete and submit either a written or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the February 12, 2025. The Claim Form must be verified by the Class Member with an attestation that the claimant believes that the losses or expenses claimed were incurred as a result of the Data Breach.

- **Alternative Cash Payment:** All Class Members may claim an alternative cash payment in an amount estimated to be approximately fifty dollars (\$50) by submitting a timely and valid Claim Form. However, the amount of this alternative cash payment shall be *pro rata* (increased or decreased, including to zero) based on the funds remaining in the Settlement Fund following the payment of Attorneys' Fees and Expenses Award, any Service Award, the costs of Settlement administration, CAFA Notice, and claims for Out-of-Pocket Losses and California Statutory Claim Payments.
- **California Statutory Claim Payments:** Class Members who were residents of California at any time from December 22, 2022, to February 12, 2025 can submit a claim for a California Statutory Payment of \$100 for their statutory claims under the California Consumer Privacy Act. The California Statutory Payment in addition to either reimbursement of claims for Out-of-Pocket Losses or the alternative cash payment, and is subject to a *pro rata* decrease (including to zero) based on the amount remaining in the Settlement Fund following payment of the Attorneys' Fees and Expenses Award, any Service Award, the costs of Settlement administration, CAFA Notice, and claims for Out-of-Pocket Losses.
- **Business Practices Changes:** Plaintiffs have received assurances that Defendant either have undertaken or will undertake certain reasonable steps to further secure its systems.

7. How to submit a Claim Form

All Claim Forms will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get cash compensation or reimbursement from the Settlement Fund under the proposed Settlement. Claim Forms must be submitted online or postmarked no later than February 12, 2025. For more information, please visit wwwxxxxxxxxxxxxxxxxxxxx.com or you can call the Settlement Administrator at (XXX) XXX-XXXX for a Claim Form.

8. What am I giving up as part of the Settlement?

If you stay in the Class, you will be eligible to receive benefits, but you will not be able to sue any Released Parties, meaning Nonstop, its parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates and related entities and all of its respective past and present directors, officers, employees, partners, principals, agents, attorneys, insurers, reinsurers,

assigns and related or affiliated entities regarding the Released Claims, which include the claims in this case and claims that could have been asserted in this case relating to the incident at issue.

The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Parties, is available at wwwxxxxxxxxxxxxxxxxxxxxxx.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive compensation?

Yes. If approved by the Court, the Class Representatives will each receive a Service Award of up to \$2,500, to compensate them for their services and efforts in bringing the Action. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must “opt-out” by sending a timely written Request for Exclusion. Your Request for Exclusion must (i) state the Class Member’s full name and current address and signature, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class, and/or to waive all rights to the benefits of the Settlement.

Your written Request for Exclusion must be postmarked no later than **January 13, 2025** to:

[e.g., Nonstop Data Breach]
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

If you exclude yourself, you will not be able to receive any cash benefit from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Action, and you will keep your right to sue Nonstop on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or reimbursement from the Settlement, you will not be able to start or proceed with a lawsuit or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Scott E. Cole of Cole & Van Note and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC (called “Class Counsel”) to represent the interests of all Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for a Fee Award and Expenses not to exceed one third of the total Settlement Fund, (\$533,333.33), plus reasonable litigation costs and expenses. A copy of Plaintiffs' Counsel's Fees and Expenses application and Service Award of \$2,500 for each Class Representative will be posted on this Settlement Website, www.XXXXX.com, before the Final Approval Hearing. The Court will make the decision final as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court by January 13, 2025 (the "Objection Date") stating why you do not think the Settlement should be approved.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Absent good cause, to be valid, each Objection must include:

- (i) the objector's full name, current address, current telephone number, and be personally signed;
- (ii) the case name and case number, *Prutsman, et al. v. Nonstop Administration and Insurance Services, Inc.*, Case No. 3:23-cv-01131-RFL, currently pending in the United States District Court for the Northern District of California;
- (iii) documentation sufficient to establish membership in one of the Classes, such as a copy of the Postcard Notice he or she received;
- (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s);
- (v) copies of any other documents that the objector wishes to submit in support of his/her position;
- (vi) whether the objecting Class Member intends to appear at the Final Approval Hearing, and;
- (vii) whether the objecting Class Member is represented by counsel and, if so, the name, address, and telephone number of his/her counsel.

The Court will require only substantial compliance with the above requirements for submitting an objection, and may excuse any of them upon a showing of good cause.

Your objection must be filed with the Clerk of Court by **January 13, 2025** at the following address:

CLERK OF THE COURT
450 Golden Gate Ave., 16th Floor, San Francisco, California 94102

If you do not submit your objection with all requirements, or if your objection is not received by January 13, 2025, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing on March 18, 2025, at 1:30 p.m. PT in Courtroom 15, 18th Floor, of the Honorable Judge Rita F. Lin of the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California 94102. You may also attend the hearing via the Zoom (see the Public Hearings link and instructions at <https://cand.uscourts.gov/judges/lin-rita-f-rfl/>).

The hearing may be moved to a different date, time, or location without additional Class Notice, so it is recommended that you periodically check the Settlement Website for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Plaintiff's Counsel's Fees and Expenses to Class Counsel and the request for a Service Award to the Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. Absent good cause, to request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

GET MORE INFORMATION

20. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, Class Notice, Preliminary Approval Order, Claim Form and more, please visit the Settlement Website or call **(XXX) XXX-XXXX**. You may also contact the Settlement Administrator at **Nonstop Data Breach** c/o Kroll Settlement Administration LLC, PO Box **XXXX**, New York, NY 10150-**XXXX**.

21. How do I update my contact information?

To update your contact information call **(XXX) XXX-XXXX** or please visit the Settlement Website **wwwxxxxxxxxxxxxxx.com**

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR ACTION TO THE CLERK OF THE COURT, THE JUDGE, NONSTOP, OR DEFENDANT'S
COUNSEL**